# SECTION II

# INSTRUCTIONS TO TENDERER

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# INSTRUCTIONS TO TENDERER

## 2.1 Definitions

(a) "**Applicable Law**" shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgements, decrees or other requirements or official directives of any Governmental Authority or person acting under the authority of any Governmental Authority, and specifically including the municipal and local authorities in Bengaluru, Karnataka, whether in effect on the date of issuance of this Bid Document or thereafter;

(b) "**Applicants**" shall mean persons who have purchased this Bid Document in accordance with the terms hereof;

(c) "**Bid" or" Tender"** shall mean a valid, final and binding offer, which includes the Qualification cum Technical Bid and Financial Bid(s), submitted by a Bidder in response to and on the terms and conditions contained in this Bid Document; Bid also means Tender and vice versa.

(d) "**Bidder" or "Tenderer"** shall mean an Applicant who has submitted a valid and binding Bid, as per the terms and conditions contained in this Bid Document; Bidder also means Tenderer and vice versa.

(e) "**Bid Document" or "Tender Document"** shall mean this bid document, including all annexure, appendixes attached hereto and any addenda/corrigendum issued in accordance with the terms hereof; Bid Document also means Tender document.

(f) **"Bid Submission Date" or "Tender Submission Date"** shall mean the cut-off time and date for submission of Bids mentioned in the Key Details of this bid document;

(g) "**BMRCL" or "Employer"** shall mean the Bangalore Metro Rail Corporation Limited.

(h) "**Cell Site**" shall mean each individual building or station or premises where network is established

(i) **"Coercive Practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bid process;

(j) "**Consortium**" shall mean a Joint Venture (or) Consortium comprising of upto 3 entities (as described in Clause 3.9 of Section III of this Bid Document), who come together for the purpose of submitting a Bid in accordance with the terms hereof.

(k) **"Contract"** shall mean the Contract Agreement signed with the successful Bidder to this Bid for the services or any other agreement entered into between the Parties pursuant there to .

(l) **"Corrupt Practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the BMRCL who is or has been associated in any manner, directly or indirectly, with the bidding process or has dealt with matters concerning the License Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BMRCL, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during

the bidding process or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the License Agreement, who at any time has been or is a legal, financial or technical adviser of the BMRCL in relation to any matter concerning the objectives of this bid process;

(m) **"Eligibility Criteria"** shall mean the criteria described in Clause 2.5 of ITT, Section II of this Bid Document;

(n) **"EMD" or "Earnest Money Deposit"** shall mean the deposit to be furnished by the Bidders in accordance with Clause 2.7 of ITT, of Section II of this Bid Document;

(o) "**Financial Bid**" shall mean an unconditional and unequivocal financial bid in respect of a particular Location to be provided in the relevant format provided at Appendix III of Section VII of this Bid Document;

(p) "**Financial Year**" shall mean the period beginning on April 1st of a calendar year and ending on March 31st of the following calendar year;

(q) **"Fraudulent Practice"** means and includes misrepresentation, omission, suppression of actual facts or disclosure of incorrect facts,

(r) **"Governmental Authority"** shall mean the Government of India, the Government of Karnataka, and any other government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India, or any state or other subdivision thereof or any municipality, district or other subdivision thereof;

(s) **"IBS"** shall mean In-Building Solution which comprises both active equipment's (like cellular BTS, Repeaters.etc) and passive equipment's (DAS & other accessories) for providing the cellular/Wi-Fi network coverage.

(t) **"IP-1 Certificate"** means Infrastructure Providers Category-1 Registration Certificate issued by Department of Telecommunication, Govt. of India;

(u) "**Key Details**" shall mean the details provided in 'Tender Notification' Section I of this Bid Document;

(v) "**License**" shall mean the license granted to a successful bidder under the License Agreement to undertake the activity of designing, establishing and operating and managing the relevant Retail Outlet; IBS, Small cell, cellular towers etc.

(w) **"Licensee"** shall means and includes a selected bidder with whom license agreement is entered into by BMRCL.

(x) "**License Agreement**" shall mean the agreement to be entered into between BMRCL and each Licensee for the award of the License, a draft form of which is provided in Appendix II of Section VII of this Bid Document;

(y) "**Lead Member**" means a member of a JV/Consortium, who has been identified as such by the members of the JV/Consortium and has the primary responsibility for representing the JV/Consortium, interacting with the BMRCL and executing the terms of the Contract Agreement on behalf of the JV/Consortium.

(z) "**LoA**" or "**Letter of Acceptance**" means the formal acceptance letter from BMRCL to the successful Bidder for acceptance of the Bid, in terms of clause 5.5.1.

(aa) **"Pre-Bid Meeting" or "Pre Tender Meeting"** shall mean the pre-bid meeting to be held at the date, time and place indicated in the Key Details in accordance with Clause 2.9 of ITT, Section II hereof;

(bb) **"Qualified Bidders"** means those Bidders who have been shortlisted after evaluation of the Qualification cum Technical Bid.

(cc) **"Restrictive Trade Practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process;

(dd) **"Security Deposit"** shall have the meaning ascribed to such term in Clause 6.2.2 of Section VI hereof;

(ee) **"Successful Bidder"** shall mean the Bidder(s) selected by BMRCL for the purposes of executing the License Agreement subject to and on the terms and conditions specified therein;

(ff) **"Undesirable Practice"** means (i) establishing contact with any person connected with or employed or engaged by BMRCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest;

**2.1.1 Abbreviations**

| Abbreviation | Expanded Form |
|---|---|
| AC | Air Conditioner |
| AT | Acceptance Test |
| BMRCL | Bangalore Metro Rail Corporation Limited |
| BAF | Bid Application Form |
| BESCOM | Bangalore Electricity Supply Company ltd. |
| BTS | Base Transceiver Station |
| CD | Commencement Date |
| DAS | Distributed Antenna System |
| DoT | Department of Telecommunication |
| GSM | Global System for Mobile |
| HVAC | High Voltage Alternative Current |
| IBS | In-Building Solution |
| INR | Indian Rupee |
| ITB | Instructions to Bidders |
| JV | Joint Venture |
| KERC | Karnataka Electricity Regulatory Commission |
| LoA | Letter of Acceptance |
| LTE | Long Term Evolution |
| LF | License Fee |
| MoU | Memorandum of Understanding |
| NTP | Notice to Proceed |
| OEM | Original Equipment Manufacturer |
| PSU | Public Sector Undertaking |
| PSE | Public Sector Enterprises |
| QOS | Quality of Service |
| RF | Radio Frequency |

| Abbreviation | Expanded Form |
|---|---|
| RFP | Request for Proposal |
| SACFA | Standing Advisory Committee on Radio Frequency Allocation |
| SLA | Service Level Agreement |
| SPoC | Single Point of Contact |
| TETRA | Terrestrial Trunked Radio Access |
| TOR | Telecom Operator Room |
| TRAI | Telecom Regulatory Authority of India |
| TSP | Telecom Service Provider |
| UPS | Uninterrupted Power Supply |
| WiFi | Wireless Fidelity |

## 2.2 Contents of the Bid Document

2.2.1 BMRCL stations are located in prime locations and are recognized by marketing professionals as a consumer draw. BMRCL proposes to leverage on both the brand "Namma Metro" and the stations and properties being located in the vicinity of major commercial hubs of Bengaluru for realizing a potential source of non-fare box revenue. One of the sources of non-fare box revenue is through licensing of spaces for commercial use in and around the metro stations along the alignment. However, revenue realization through license fee is not the only objective of BMRCL but to provide its commuters seamless mobile communication connectivity throughout the metro station premises, right from entering into the station premises, travelling in the Metro train and while leaving the station.

2.2.2 BMRCL invites in single stage two packet system, tender from reputed agencies individually or as Joint Venture/Consortium for "Licensing of Space for Installation of IBS/BTS/Cellular Tower/Pole at Metro Stations in Four Extensions of Phase-I, Reach-5 & Reach-6 of BMRCL Network". The rooms inside station for installation of BTS/IBS and roof top space for erecting pole/tower in listed stations as listed under Clause 2.3 of ITT are offered for licensing under this tender. The bidders have to compulsorily bid and take the complete room space available in all stations. For roof top space at stations wherever required, bidders have to take minimum of 5 sq. meters of roof top space. Additional roof top space required by the bidder shall be allocated in multiples of 1 sq meter on finalized rate subject to availability and technical feasibility. Decision of BMRCL is final in this regard.

2.2.3 Bidders shall quote the rates in the 'Financial Bid' at APPENDIX III of Section-VII. Bidders are required to compulsorily take complete IBS room spaces as listed in Clause 2.3 of ITT. The highest bidder (H1), will be allotted with IBS room space for setting up the IBS infrastructure and accordingly, the license fee will be computed.

2.2.4 This Bid Document comprises the disclaimer set forth herein above, the contents as listed below, and will additionally include any addenda issued in accordance with Clause 2.11 hereof.

| | |
|---|---|
| Section I | Notice Inviting Tender |
| Section II | Instructions to Tenderer |
| Section III | Submission of Bid |
| Section IV | Qualification Cum Technical Criteria |
| Section V | Evaluation of Financial Bid |
| Section VI | Terms and Conditions of Contract |
| Section VII | Appendices & Annexures |

2.2.5 The Bidder shall provide all the information requested in the Tender Document. BMRCL reserves the right to reject an offer that does not contain all the required information requested therein.

2.2.6 BMRCL shall not entertain any communication from the Bidders after date of Bid submission. However, BMRCL reserves the right to seek additional information/ clarifications. Bidders shall furnish such requirements within such time as may be permitted by BMRCL.

2.2.7 A Draft Indicative License Agreement (Appendix-II) proposed to be entered into by BMRCL with the successful Bidder as a result of this tender, is attached with this Tender Document which may be modified as considered necessary at the time of signing of License Agreement.

2.2.8 This Tender Document constitutes no form of commitment on the part of BMRCL, whether in respect of the tendering process or otherwise.

2.2.9 BMRCL reserves the right to reject any or all of the tenders, if it considers necessary to do so, and / or to withdraw from the selection process or to vary any of the terms at any time without giving any reason. Nothing contained herein shall confer right upon the Bidder or any obligation upon BMRCL.

2.2.10 Nothing in this Bid Document or in any communication issued by BMRCL shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.

2.2.11 The tender prepared by the Bidder and all correspondence/documents relating to the tender exchanged between the Bidder and BMRCL shall be in English language.

2.2.12 At any time prior to the tender submission, BMRCL may, for any reason, whether at its own initiative may modify the Bid Document through issuance of an Addendum. All Bidders are requested to check e-Procurement portal for any addendum or corrigendum issued to the Tender from time to time.

2.2.13 In order to give the Bidders reasonable time, in which to take an Addendum into account, or for any other reason, BMRCL may, at its discretion, extend the date & time of submission of Tender.

2.2.14 While BMRCL shall adhere to the dates mentioned in the notice, it reserves the right to change, modify or put on hold or terminate this schedule without assigning any reasons whatsoever.

2.2.15 The Bid Application Form, Bid proposal and other submissions shall be numbered, signed & stamped on Each Page (A page-wise summary of all the documents shall also be enclosed as a part of document), by the Authorized Signatory of the Bidder. Also, Bidders are required to submit a supporting Power of Attorney, authorizing the Signatory of the Bid Document to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney. In case of a JV/Consortium, the Bid Document shall be signed by the "Authorized Signatory" of the Lead Member and the Power of Attorney shall be signed by all members of the JV/Consortium and shall be legally binding on all of them.

2.2.16 A Bidder, who submits or participates in more than one Tender either individually or as a member of the JV/Consortium shall be disqualified and shall also cause disqualification of all the JV/Consortia in which it is a Member.

2.2.17 The Bidder shall bear all costs associated with the preparation of the tender and BMRCL shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Selection process.

2.2.18 BMRCL reserves the right to out rightly reject conditional tenders without assigning any reason whatsoever.

2.2.19 Where the document has been downloaded, the Bidder undertakes not to tamper/alter/correct/modify the document in any manner whatsoever. BMRCL will reject the bid out rightly, in case, it is found at any time that the bid document has been tampered/ modified/altered, in any manner. In case of successful bidder, BMRCL reserves the right to cancel the agreement, forfeiting all amounts and also takes necessary legal action. The Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever, in case BMRCL takes necessary action to reject the bid /terminate the agreement, at any time, if it is found that the downloaded bid document has been tampered/altered/ modified or even corrected.

2.2.20 The Bidders are advised that all provisions of the Metro Railway (General) Rules, 2020 and Metro Railway (Operations & Maintenance) Act, 2002 and amendments thereto, will be applicable/enforceable, and as such advised to conduct themselves in an orderly manner.

2.2.21 **Single Currency for Evaluation of Tender:** - Tender will be evaluated in Indian Rupees only. Hence, Bidders are advised to fill values in Indian Currency only in Financial Bid.

## 2.3 Scope of work and details of the IBS rooms/roof top spaces/underground tunnels offered in this tender:

Currently, 65 Stations [40 stations of BMRCL Phase-1 and 25 stations of BMRCL Phase-2 (R1, R2, R3 and R4 Extensions)] of Bangalore Metro are operational. 19 stations (Reach-5 and Reach-3B) are likely to be operational by the end of 2024, 18 stations (6 elevated stations of 8.18 km are likely to be operational in June 2025 and **12 underground stations of 14.27 km** are likely to be operational in June 2026) of Reach-6 making it a total network of 102 stations.

**In this Tender, BMRCL will provide rooms (of size as listed below) inside stations and space in tunnels (Underground section) for installation of BTS & IBS at all stations and tunnels (Underground section) as given in the Table-1, Table-2 and Table-3 below. Bidder has to take the complete room area listed in the table no.1, 2 & 3 below.**

BMRCL reserves the right to remove any site listed in the stations mentioned below. The Bidder voluntarily and unequivocally, undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, in the event of removal of any site from the bidding process.

**Table 1: Extensions of East -West and North-South line stations (Sections 1 to 4)**

| Sl. No | Station Name | Station Code | Room Dimensions (meters) | Tentative Room Area offered in Sq.mtrs |
|---|---|---|---|---|
| Reach-1 Extn (Section-1) | | | | |
| 1 | Benniganahalli | JTPM | 4.9 X 4 | 19.60 |
| 2 | Krishnaraja Pura | KRAM | 3.3 X 3.3 | 10.89 |
| 3 | Singayyanapalya | MDVP | 4.9 X 4 | 19.60 |
| 4 | Garudacharpalya | GDCP | 4.9 X 4 | 19.60 |
| 5 | Hoodi | DKIA | 4.9 X 4 | 19.60 |
| 6 | Seetharam Palya | VWIA | 4.9 X 4 | 19.60 |
| 7 | Kundalahalli | KDNH | 4.9 X 4 | 19.60 |
| 8 | Nallur Halli | VDHP | 3 X 4.5 | 13.50 |
| 9 | Sri Sathya Sai Hospital | SSHP | 4.9 X 4 | 19.60 |

| Sl. No | Station Name | Station Code | Room Dimensions (meters) | Tentative Room Area offered in Sq.mtrs |
|---|---|---|---|---|
| 10 | Pattandur Agrahara | ITPL | 4.9 X 4 | 19.60 |
| 11 | Kadugodi Tree park | KDGD | 4.9 X 4 | 19.60 |
| 12 | Channasandra Hope Farm | UWVL | 4.9 X 4 | 19.60 |
| 13 | Whitefield (Kadugodi) | WHTM | 3.2 X 4.2 | 13.44 |
| | Reach-2 Extn (Section-2) | | | |
| 14 | Nayandhalli | NYMH | 3.3 X 3.45 | 11.38 |
| 15 | Rajarajeshwari Nagar | RRNR | 3.38 X 3.38 | 11.42 |
| 16 | Bangalore University | BGUC | 3 X 3.6 | 10.80 |
| 17 | Pattanagere | PATG | 3.38 X 3.38 | 11.42 |
| 18 | Kengeri Bus Terminal | MLSD | 3.38X3.1 (odd size) | 9.68 |
| 19 | Kengeri Station | KGIT | 4.3 X 3.37 | 14.49 |
| 20 | Challaghatta | | 4.3 X 3.37 | 14.49 |
| | Reach-3 Extn (Section-3) | | | |
| 21 | Manjunath Nagar | MNJN | 4.55 X 2.6 | 11.83 |
| 22 | Jindal | JIDL | 4.55 X 2.6 | 11.83 |
| 23 | BIEC Terminal | BIET | 4.55 X 2.6 | 11.83 |
| | Reach-4 Extn (Section-4) | | | |
| 24 | Konankunte Cross | APRC | 3.71 X 3.2 | 11.87 |
| 25 | Doddakalsandra | KLPK | 3.86 X 4.45 | 17.17 |
| 26 | Vajrahalli | VJRH | 4.85 X 3.7 | 17.94 |
| 27 | Thalaghattapura | TGTP | 3.77X4.3 | 16.21 |
| 28 | Silk Institute | APTS | 3.25 X 5.95 | 19.34 |
| | **Total(Table-1)** | | | **436.36** |

**Table 2: Reach-5 stations (Section-5)**

| Sl. No | Station Name (Reach-5) | Station Code | Room Dimensions (meters) | Tentative Room Area offered in Sq.mtrs |
|---|---|---|---|---|
| 1. | Bommasandra | BMSD | 3.35X3.35 | 11.22 |
| 2. | Biocon - Hebbagodi | HBGI | 4.440X3.350 | 14.87 |
| 3. | Huskur Road | HSKR | 5.13X2.615 | 13.41 |
| 4. | Electronic city | ETCT | 2.40X5.60 | 13.44 |
| 5. | Infosys Foundation- Konappana Agrahara | ECTN | 3.35X3.35 | 11.22 |
| 6. | Beratena Agrahara | HOSR | 4.55X2.81 | 12.79 |
| 7. | Hosa road Cross | BSRD | 5.13X2.615 | 13.41 |
| 8. | Singasandra | CKBR | 5.10X2.615 | 13.34 |
| 9. | Kudlu Gate | MSRN | 5.13X2.615 | 13.41 |
| 10. | Hongasandra | OFDC | 5.13X2.615 | 13.41 |
| 11. | Bommanahalli | HSRL | 4.55X2.81 | 12.79 |
| 12. | Central silk board | SBJT | 3.78X2.97 | 11.23 |
| 13. | BTM layout | BTML | 3.353X3.70 | 12.41 |

| Sl. No | Station Name (Reach-5) | Station Code | Room Dimensions (meters) | Tentative Room Area offered in Sq.mtrs |
|---|---|---|---|---|
| 14. | Jayadeva Hospital | JDHP | 5.615X3.515 | 19.74 |
| 15. | Ragigudda | RGDT | 5.130X2.610 | 13.39 |
| 16. | R.V.Road | RVR | 5.225X4.425 | 23.12 |
| | **Total (Table-2)** | | | **223.20** |

**Table 3: Reach-6 stations (Section-6)**

| Sl. No | Station Name (Reach-6) | Station Code | Room Dimensions (meters) | Tentative Room Area offered in Sq.mtrs* |
|---|---|---|---|---|
| **Elevated Stations** | | | | |
| 1. | Kalena Agrahara | GTGR | 7.6 X 7.6 | 15.2 |
| 2. | Hulimavu | HIMU | 7.6 X 7.6 | 15.2 |
| 3. | IIMB | IIM | 7.6 X 7.6 | 15.2 |
| 4. | J P Nagar - IV Phase | JPNP | 7.6 X 7.6 | 15.2 |
| 5. | Jayadeva Hospital | JDHP | 7.6 X 7.6 | 15.2 |
| 6. | Sagar Hospitals | SGRC | 7.6 X 7.6 | 15.2 |
| **Underground Stations** | | | | |
| 7. | Dairy Circle | DIRC | 7.6 X 7.6 | 15.2 |
| 8. | Lakkasandra | MICI | 7.6 X 7.6 | 15.2 |
| 9. | Langford Town | LFTN | 7.6 X 7.6 | 15.2 |
| 10. | Rashtriya Military School | VELA | 7.6 X 7.6 | 15.2 |
| 11. | M G Road | MAGR | 7.6 X 7.6 | 15.2 |
| 12. | Shivajinagar | SVJN | 7.6 X 7.6 | 15.2 |
| 13. | Cantonment Rly Station | CMRS | 7.6 X 7.6 | 15.2 |
| 14. | Pottery Town | PTYT | 7.6 X 7.6 | 15.2 |
| 15. | Tannery Road | TNRD | 7.6 X 7.6 | 15.2 |
| 16. | Venkateshapura | VKTP | 7.6 X 7.6 | 15.2 |
| 17. | Kadugondanahalli | ABCG | 7.6 X 7.6 | 15.2 |
| 18. | Nagavara | NGVR | 7.6 X 7.6 | 15.2 |
| | **Total (Table-3)** | | | **273.6** |
| | **Total of Table-1, Table-2 & Table-3** | | | **933.16** |

**Note:** * The room dimensions may vary as per the site condition. These measurements are tentative, and may increase or decrease in the sizes.

**2.4 Bid Process**

(a) Tender is a single stage two packet system, comprising of Technical Bid and Financial Bid. Evaluation of the Bids and identification of the Selected Bidder(s) will be undertaken in 2 (two) stages. In the first stage, the Earnest Money Deposit and Qualification cum Technical Bid of each Bidder will be evaluated in order to determine fulfillment of the Eligibility Criteria, the Financial Capacity, and Technical Capability. Bidders who satisfy the Eligibility and Qualification Criteria, Financial Capacity and Technical Capability ("**Qualified Bidders**") shall be considered for the 2nd stage, i.e., the opening of the Financial Bid(s).

(b) The Qualified Bidder who has quoted the highest amount in Financial Bid under Appendix –III will be considered as (H1) for station space and the bidder shall be awarded the License for all stations mentioned under clause no. 2.3 of ITT. The selected Bidder shall be required to enter into the License Agreement with BMRCL. Bidders are requested to note that the terms of the License

Agreement are final and non-negotiable and no requests for modification of the same will be considered by BMRCL. Any intimation of selection as Licensee from BMRCL pursuant to this Bid Document shall be subject to unconditional acceptance of the License Agreement by the Selected Bidder within the time frame stipulated by BMRCL. The bidders have to compulsorily bid and take the complete room space available in all stations.

For roof top space at stations wherever required, bidders have to take minimum of 5 sq. meters of roof top space. Additional roof top space required by the bidder shall be allocated in multiples of 1 sq meter on finalized rate subject to availability and technical feasibility and decision of BMRCL.

## 2.5 Eligibility and Qualification Criteria

**2.5.1** In order to be eligible to participate in the Bid process outlined herein, a Bidder should satisfy the following criteria:

(i) is accompanied by the required EMD; and
(ii) has been properly signed in all pages of the Bid proposal,
(iii) meets the eligibility/technical criteria;
(iv) is substantially responsive to the requirements of the Tender documents;

If the tender is not substantially responsive, it will be rejected by the BMRCL, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
If any tender is rejected, pursuant to paragraph above, the Financial Packages of such Bidder will not be opened.

(a) In addition to the foregoing, Bidders should satisfy the following condition and declaration to this effect to be submitted by the Bidder.

(i) The Bidder should not have been de-barred/blacklisted by any Governmental Authority from participating in any Bidding process, as of the Bid Submission Date;

(ii) The Bidder, individually or each member in case of JV/Consortium, shall confirm that non-performance of a contract did not occur in the last three (3) years as a result of Contractor's default.

(iii) The Bidders shall not have been declared as bankrupt/ insolvent in the last three (3) years, counted 28 days prior to the last date of tender submission.

### 2.5.2 Financial Criteria

a) In case of single entity:

The Tenderer shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year (2022-23) of **Rs. 1,91,67,840/- (Rupees One Crore Ninety-One Lakhs Sixty-Seven Thousand Eight Hundred and Forty only).** For this purpose, audited Balance Sheets of last 3 years, certified by a Chartered Accountant, shall be attached, otherwise evaluation will not be carried out by BMRCL and tender is liable to be rejected.

b) In case of JV/ Consortium:

i. Lead member shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year (2022-23), should be at least **Rs. 1,34,17,488/- (Rupees One Crore Thirty-Four Lakhs Seventeen Thousand Four Hundred and Eighty-Eight only).**

ii. Other members (each) shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year (2022-23), should be at least **Rs. 19,16,784/- (Rupees Nineteen Lakhs Sixteen Thousand Seven Hundred and Eighty-Four only).**

iii. All combined the bidder shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year (2022-23) of **Rs. 1,91,67,840/- (Rupees One Crore Ninety-One Lakhs Sixty-Seven Thousand Eight Hundred and Forty only).**

c) **Net Worth:** The net worth of the bidder should be positive in any two financial years out of last three financial years including the latest year (2022-23) in the **case of single entity.**

**In case of JV/Consortium, the net worth of the lead member including** other members should be positive in any two financial years out of last three financial years including the latest year (2022-23).

d) **Liquidity:** The Bidders (or any member in case of JV/Consortium) shall submit the Banker certificate issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule for an amount equivalent to **Rs. 6,38,92,800 (Rupees Six Crore Thirty Eight Lakhs Ninety Two Thousand and Eight Hundred only)** to avoid the default in payment of license fee. Banker Certificate as per format given as Annexure-X of Tender Document.

### 2.5.3 Technical Criteria

a. All the conditions given below should be fulfilled by the bidder. In case, the Bidder doesn't fulfill any of these conditions, the offer of such Bidders shall be considered technically invalid and shall not be considered for opening of financial bid.

(i) **Access Service License/IP-1 Registration Certificate**

The Bidder (all members in case of JV/Consortium) must be Reputed Telecom operators/ Telecom infrastructure providers having experience in Telecom Network Operations and having valid Unified License/ IP-1 Registration Certificate issued by Department of Telecommunication, Govt. of India shall be considered as eligible Bidder.

(ii) **Experience**

The Bidder or any member (in case of JV/consortium) should have completed any similar works for Installation of minimum 20 (Twenty) BTS/Cellular sites within India in last two (2) years ending before the date of notice of invitation of this tender. 'Similar work' is defined as execution of the work or installation of GSM/CDMA BTS sites including towers and long term mobile cellular tower installation rights given to the agency. If the long term mobile cellular tower installation rights are currently under progress as on date of publication of notice inviting tender in the e-Procurement portal, then each annual contract agreement completed successfully for such long term mobile cellular tower installation rights shall constitute a separate work having completed successfully for the purpose of evaluating the above criteria. Bidders should provide the Work Completion Certificate as per Proforma given at Annexure–VI of this tender document.

b. Bidder (each member in case of JV/Consortium) is required to enclose the following documents:

| | | | |
|---|---|---|---|
| (a) | PAN No. (copy may be attached) | : | Attached (Yes / No) |
| (b) | TAN No. (copy may be attached) | : | Attached (Yes / No) |
| (c) | Audited Balance Sheets for the last 3 years | : | Attached (Yes / No) |
| (d) | Supporting documents for having mobile cellular tower installation work and for Contracts executed fulfilling | : | Attached (Yes / No) |

| | | | |
|---|---|---|---|
| | requirement of experience clause a. (ii) above | | |
| (e) | GST Registration Certificate | : | Attached (Yes / No) |
| (f) | Copy of valid Unified license/IP-1 registration certificate | : | Attached (Yes / No) |

**2.6 Fraudulent and Corrupt Practices**

**2.6.1** The Bidders and their respective officers, employees, agents and consultants shall observe the highest standards of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, BMRCL may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice in the bidding process.

**2.6.2** Without prejudice to the rights of BMRCL, if a Bidder is found by BMRCL to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice during the bidding process, such Bidder shall not be eligible to participate in any tender or Bid Document issued by BMRCL for a period of 3 (Three) years from the date such Bidder is found by the BMRCL to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice, as the case may be, and EMD of the such bidder will be forfeited.

**2.7 Earnest Money Deposit (EMD)**

**2.7.1** The Bidder shall furnish, as part of its Bid, a refundable, interest-free, Earnest Money Deposit, for the amount indicated in Key Details under Tender Notification section/eProcurement Portal. The Earnest Money Deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture

**2.7.2** The Bidder shall pay/furnish a Bid Guarantee for the value indicated in e-Procurement portal in the following mode:

a) **Online payment** through e-Procurement portal, or

b) an irrevocable **'Bank Guarantee* or' Electronic Bank Guarantee' (eBG)** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable & extendable at a designated branch in Bengaluru as per Annexure 10.4 of Section VII. However, Bank Guarantee format is also available in https://tender.bmrc.co.in.

** In case of EMD issued in the form of Bank Guarantee, the Scheduled Bank issuing the Bank Guarantee should preferably be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall preferably be sent by the issuing bank to the Employer's Bank through SFMS.*

*The issuing Bank shall send the SFMS as detailed under to:*
*Name: BANGALORE METRO RAIL CORPORATION LTD.,*
*Name of the Bank: BANK OF INDIA*
*Branch: CANTONMENT BRANCH, BENGALURU.*
*Account No.: 840420110000760*
*RTGS/IFSC: BKID0008404*

*The Scanned copy of the BG and a copy of "MT760COV (for Bank Guarantee message) /MT767COV (for Bank Guarantee amendment message) Report" sent by the BG issuing Bank, should be uploaded by the Tenderer in the e-Procurement Portal as a part of his Offer during Tender submission. The Tenderers should ensure that the scanned copy of BG is uploaded to the e-Procurement portal, failure of which, the Tender will be summarily rejected by the Employer. The Original Bank Guarantee shall compulsorily be submitted in the BMRCL office before scheduled date, time and place as specified in clause 3.4.7 of section-III. The Tenderer shall note that the Original Bank Guarantee is submitted through speed post / in person and if not received before the scheduled date and time as specified in in Key details (Section-I (B))/eProcurement Portal, the Tender will be summarily rejected.*

*The details of the Bank Guarantee, physically submitted should match with the details available of the scanned copy uploaded and the data entered during Tender submission time, failing which, the Tender will be rejected.*

*In case of non-reconciliation of online Tender Guarantee portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected.*

**2.7.3** The Earnest Money Deposit shall be valid for a period as specified in Notice Inviting Tender/eProcurement Portal and remain deposited with the Employer from the date of opening of Bids. If the validity of the Bid is extended, the Bid Guarantee shall also be duly extended, failing which, the Tender after the expiry of the aforesaid period shall not be considered by the Employer.

**2.7.4** Bid Security/EMD will not be accepted in any form other than those mentioned above. Bids not accompanied by the required amount of EMD and non-submission of hardcopy as per clause 3.4.7 of section-III will be rejected by the Employer.

However, BMRCL reserves the right to accept or reject the Bid Security/EMD with any deficiency (other than required amount) otherwise not materially affecting the technical qualification criteria of the Bidder.

**2.7.5** The EMD of unsuccessful Bidders will be returned by BMRCL, without any interest, on signing of the License Agreement with Selected Bidder or, in the event of cancellation of the bidding process, within 45(forty-five) working days.

**2.7.6** The EMD of the Selected Bidder will be returned upon the Selected Bidder signing the License Agreement. BMRCL may, at the Selected Bidder's option, adjust the amount of EMD against the amount of Security Deposit to be provided by him/them.

**2.7.7** The EMD shall be liable to be forfeited and appropriated by BMRCL without prejudice to any other right or remedy that may be available to BMRCL hereunder or otherwise, under the following conditions:

(a) If a Bidder indulges in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Trade Practice as specified in Clause 2.6 of this Bid Document;

(b) If a Bidder withdraws its Bid during the Bid Validity Period specified in Clause 2.19 hereof;

(c) In the case of the Selected Bidder, if he fails to sign the License Agreement and/or to furnish the Security Deposit within the specified time limit.

**2.7.8** The Bid will be summarily rejected by the Employer in case of:

(i) Failure to deposit EMD online or failure to upload clear & readable copy of Bank Guarantee

towards EMD.

(ii) Failure to submit the original Bank Guarantee to BMRCL office within the date & time specified.

(iii) If EMD is in the form of Bank Guarantee and is issued by a Co-operative Bank or from any source other than an Indian Scheduled Bank and Scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Schedule.

(iv) EMD amount is less than the required amount as mentioned in Tender Notification/ eProcurement portal.

(v) Bank Guarantee's Validity is less than the "Tender validity Period" as mentioned in ITT clause 2.19.

In case EMD is in the form of BG, and BG validity fulfils the "Tender validity Period", but falling short in regard to period of "EMD Validity', the Employer shall request such Tenderer(s) in writing to submit compliance EMD within 10 (ten) working days from the date of request. Failure to provide a compliant EMD within the prescribed period shall cause the rejection of the Tender and it will be considered as Non-responsive.

**2.7.9** In case the Bidder submits Electronic Bank Guarantee (e-BG), the UIN of BMRCL for providing e-BG shall be: AAACB4881D (PAN of BMRCL).

**2.7.10** If the Bidder has opted to submit the EMD in the form of Electronic Bank Guarantee (e-BG), a copy of the e-BG shall invariably be included in the EMD envelope or uploaded in eProcurement Portal in case of e-tendering.

## 2.8 Bid Clarifications

**2.8.1 Clarification of Bid Documents:**

Bidders shall carefully examine the Bid documents and fully understand the conditions and matters which may affect the work or the cost thereof. In case the Bidder finds any discrepancies or omission from the specification or other documents, or in doubt as to their meaning, the Bidder shall at once address query(ies) online through Karnataka Public Procurement Portal (e-Procurement portal).

The Employer will offer clarification to such queries received through eProcurement portal up to the date specified therein.

Any such queries with details of clarification sought, will be uploaded in the eProcurement portal (https://eproc.karnataka.gov.in) without disclosing the identity of the Bidder seeking clarification. No separate future communication in this regard will be entertained.

**2.8.2** Contact details of BMRCL for any clarifications are mentioned in NIT.

**2.8.3** BMRCL may also on its own initiative, if deemed necessary, issue interpretations and clarifications to the prospective Tenderers. All written clarifications and interpretations issued by the BMRCL shall be deemed to be part of the Tender Document. Verbal clarifications and information given by BMRCL or its employees or representatives shall not in any way or manner be binding on BMRCL.

## 2.9 Pre-Bid Meeting

(i) The Bidder or his authorized representative is invited to attend a Pre-bid meeting held at the Place, date and time indicated in 'Key Details'/ eProcurement Portal.

(ii) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Tenderers to submit Tenders without conditions.

(iii) The Bidder is requested to submit any questions online through Karnataka Public Procurement Portal (e-Procurement portal) only, in terms of ITT clause 2.8.1.

(iv) Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Bidder.

### 2.10 Site Visit

**2.10.1** Bidders to understand the Metro environment and to gauge the suitability/coverage, they may visit the sites. For any Site visits, bidders are informed to contact Sri. M N Pavan Kumar, Additional Chief Engineer (Telecom), Mob no: 9483544228, Email: mnpavan.kumar@bmrc.co.in by e-mail on or before as per date & time given in 'Key Details' under Tender Notification. The date and place for site visit will be communicated to the bidders by e-mail registered with BMRCL. Site visit will be carried out as per date & time given in 'Key Details' under Tender Notification for the bidders who have requested for site visit. The Bidder's representatives have to make themselves present at the time and place communicated to them. No request for change of time will be entertained by BMRCL. Risk and cost of site visit shall be borne by the Tenderer. Bidders are requested to carry the required PPE along with them during site visit to ensure safety of personnel.

### 2.11 Amendment of Bid Document

**2.11.1** At any time before the submission of Proposals, BMRCL may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the Bid documents by amendment. Such amendments shall be issued through addendum.

Such Addenda/Corrigenda will be uploaded in the eProcurement portal. It will be the responsibility of the Bidder to frequently check the eProcurement portal for any Addenda/ Corrigenda or any other updates issued from time to time and ensure submission of Bid accordingly.

Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Bid document issued previously. The Bidders should acknowledge receipt of such addenda and list them in the Bid submittals.

The Bidder is not permitted to make any alteration /modifications to the Bid conditions. No modifications to the specifications, item descriptions, etc. will be entertained

**2.11.2** In order to afford the Bidders reasonable time for taking an addendum into account, or for any other reason, BMRCL may, at its sole discretion, extend the Bid Submission Date.

### 2.12 Number of Bids and costs thereof

No Bidder shall submit more than one (1) Bid either individually or as a member of JV/Consortium. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the bid process. BMRCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

### 2.13 Independent due diligence and verification of information

It shall be deemed that by submitting a Bid, the Bidder has:

(a) Made a complete and careful examination of the Bid Document and site conditions;

(b) Received all relevant information requested from BMRCL;

(c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bid Documents or furnished by or on behalf of BMRCL;

(d) Satisfied itself about all matters, things and information including matters referred to in this Bid Document required for submitting an informed Bid in accordance with the Bid Documents and performance of all of its obligations there under;

(e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid Document or ignorance of any of the matters referred to in this Bid Document shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from BMRCL, or a ground for termination of the License Agreement;

(f) Acknowledged and agreed that BMRCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid Document or the bid process, including any error or mistake therein or in any information or data given by BMRCL; and

(g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

**2.14 Right to accept or reject any or all Bids**

**2.14.1** Notwithstanding anything contained in this Bid Document, BMRCL reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that BMRCL rejects or annuls all the Bids, it may, at its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

**2.14.2** The BMRCL reserves the right to reject any Bid if:

(a) At any time, a material misrepresentation is made or uncovered; or
(b) The Bidder does not provide, within the time specified by BMRCL, the supplemental information sought by BMRCL for evaluation of the Bid.

**2.14.3** In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, that the Bidder has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LoA or entering into of the License Agreement, and if the Bidder has already been issued the LoA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid Document, be terminated, by a communication in writing by BMRCL to the Bidder, without BMRCL being liable in any manner whatsoever to the Bidder. In such an event, BMRCL shall forfeit and appropriate the EMD or Security Deposit, as the case may be, without prejudice to any other right or remedy that may be available to BMRCL.

**2.15 Verification of information**

BMRCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by the BMRCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the BMRCL there under.

**2.16 Bid Submission Date**

**2.16.1** Bids should be submitted in eProcurement Portal the date and time mentioned in the Tender Notification and in the manner and form as detailed in this Bid document.

**2.16.2** BMRCL may, in its sole discretion, extend the Bid Submission Date by issuing an addendum uniformly for all Bidders.

**2.17 Late Bids**

In online e-Procurement Portal, the Bidder shall not be able to submit the Bid after the last date and time for Bid submission as the icon for the task in the e-Procurement Portal will be disabled.

Hardcopies (as per clause 3.5.2 of Section-III) received by BMRCL after the deadline for submission will be rejected.

**2.18 Modifications/ substitution/ withdrawal of Bids**

**2.18.1** Bidder may modify and correct or upload any relevant document in the portal till Bid submission date and time as published in the e-Procurement Portal.

**2.18.2** No Bid shall be modified subsequent to the deadline for submission of Bids.

**2.18.3** Withdrawal or modification of a Bid between the deadline for submission of Bids and the expiration of the original period of Bid validity or as extended pursuant to ITT Clause 2.19 may result in the forfeiture of the Bid Guarantee pursuant to ITT Clause 2.7.7.

**2.19 Bid Validity Period**

The Tender shall be kept valid for 120 days from the date of submission by the Bidder as indicated in Tender Notification/eProcurement portal. In exceptional circumstances, prior to expiry of the validity period, BMRCL may request the Bidders for a specified extension in the period of validity of the Tender. The request and the response thereto shall be made in writing or by telefax. A Bidder may refuse the request without forfeiting his EMD. A Bidder agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his EMD accordingly.

**2.20 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for Bidders shall not be disclosed to any person who is not officially concerned with the bid process or is not a retained professional advisor advising the BMRCL in relation to, or on matters arising out of, or concerning the bid process. BMRCL will treat all information submitted as part of a Bid, in confidence and will require all those who have access to such material to treat the same in confidence. BMRCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or BMRCL or as may be required by law or in connection with any legal process. Any effort by a Tenderer to influence the Employer in the Tender process or award decisions may result in the rejection of his Tender.

**2.21 Proprietary data**

All documents and other information supplied by BMRCL or submitted by a Bidder to the BMRCL shall remain or become the property of BMRCL. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. BMRCL will not return any Bid or any information provided along therewith.

**2.22 Correspondence with the Bidder**

Save and except as provided in this Bid Document, BMRCL shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid. However, BMRCL reserves the right to ask clarifications from the tenderers at any stage of processing the bids received.

## 2.23 Miscellaneous

**2.23.1** The bid process shall be governed by, and construed in accordance with, the laws of India and the courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bid process.

**2.23.2** BMRCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/ or cancel the bid process and/ or amend and/ or supplement the bid process or modify the dates or other terms and conditions relating thereto;

(b) seek clarification or further information from any Bidder;

(c) retain any information and/ or evidence submitted to BMRCL by, on behalf of, and/ or in relation to any Bidder; and

(d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

**2.23.3** It shall be deemed that by submitting the Bid, the Bidder agrees and releases BMRCL, its employees, agents and consultants, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bid Documents, and/ or in connection with the bid process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

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